

Attachment K

FAR 51 Deviation Authorization and Instructions

This attachment describes the instructions, procedures, responsibilities, and authorizations of utilizing the FAR 51 Materials CLIN within the RFQ document. The later referenced “Consent to Purchase” form is located within the RFQ document as a separate attachment. This attachment shall not be removed at award of the task order and constitutes the required written authorization in accordance with FAR 51.102. Question on the FAR 51 deviation and this attachment should be directed to the Contract Specialist or Contracting Officer.

Use of the FAR 51 Deviation and the appropriate task order CLIN are limited to the following:

Supplies and/or Services are Ancillary to the Primary Purpose of the Contract/Order

Supplies and/or services procured under the FAR Part 51 deviation authority must be ancillary in nature. The supplies and services shall not be the primary purpose of the work ordered, but an integral part of the total solution that is offered. Please note that there are different and additional requirements associated with Special Item Numbers (SINs) on numerous Schedules that contain Ancillary Repair and Alternations (R&A).

For Orders Placed Against Schedule Contracts, Orders Are Limited to FAR 8.405-1, Ordering Procedures for Supplies, and Services Not Requiring a Statement of Work

Buying contractors must follow the procedures outlined in [FAR 8.405-1](#) when purchasing items from a Schedule contract. The procedures are used when ordering supplies and services that are listed in the Schedule contract at a fixed price for the performance of a specific task, where a statement of work is not required (e.g., installation, maintenance, and repair)

Responsibilities of the Buying Contractor (Task Order Awardee)

Contractors Placing Orders Must:

- Identify and separate those ancillary items that are proposed to be purchased under the FAR Part 51 deviation authority on the quote/proposal submitted to the Federal Government and on the subsequent invoice.
- When purchasing from a Schedule contract, purchase items at the Schedule contract price (or lower) with no fee/surcharge/markup. If items are provided by the selling contractor at lower than the contract price, the buying contractor must pass on the savings by invoicing the Federal Government accordingly.
- Ensure that the items procured under FAR 51 deviation authority are ancillary to the overall order/contract.
- Provide a copy of the written authorization from the Federal Government with each applicable order to the selling contractor. When purchasing from GSA Global Supply, the written authorization only needs to be submitted with the request for assignment of the AAC or DoDACC and not with each order.
- If the buying contractor is a Schedule contractor, ensure that the buying contractor's Schedule contract number is on each order issued to the selling contractor.
- Remit full payment to the selling contractor.
- Submit documentation of the transmittal of full payment to the selling contractor when invoicing the Federal Government.
- Follow any applicable Schedule (FAR 8.405-1) or GSA Global Supply Program ordering procedures. For more information on placing orders with GSA Global Supply, please visit www.gsaglobalsupply.gsa.gov.

A. This FAR 51 deviation authorization is for orders:

- Placed on a time-and-materials (T&M) basis; the overall order may be fixed price, but the items to be procured using the FAR Part 51 deviation must be T&M/LH
- For supplies/services that are incidental or in support of the overall order;
- Issued in accordance with the procedures in FAR 8.405-1, Ordering Procedures for supplies, and services not requiring a statement of work;
- For new contracts and orders. Authorizations under the FAR 51 authority cannot be issued on existing contracts or orders.
- Placed by the Federal Government. The authorization is not available to state and local governments.

This authorization is limited to the following dates: Three 12-month periods (one base and two options).

This authorization is limited to the following specific dollar amount: \$50,000 per period.

This authorization is limited to the following Federal Supply Schedule(s): All X

Limited to only the following Schedule(s):

Not Applicable

This authorization is limited to the following Global Supply Program product(s): All

Limited to only the following product(s):

No authorization of GSP

The property acquired under this authority will:

Automatically vest in title to: Government X Contractor

Additional limitations or conditions for use of this authority:

 Contractor must receive approval to use FAR 51 deviation before each purchase from either TPOC/FEDSIM COR. A Consent to Purchase form must also be submitted and approved by FEDSIM COR/CO prior to any purchase.

B. As a user of this authority under the Federal Supply Schedule Program, you must comply with the following:

- Follow any applicable FSS ordering procedures in addition to procedures outlined in FAR 8.405-1. FAR 51, agency supplements, any other applicable statutes and regulations.
- In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the terms and conditions of your Federal Supply Schedule contract will govern.
- Pass through supplies and/or services at the Schedule contract price (or lower) with no fee/surcharge/markup. If supplies and/or services are provided by the selling contractor at lower than the contract price, the savings must be passed on to the government by charging the ordering activity accordingly.
- Ensure that the products and/or services procured under FAR 51 procedures are incidental to the overall project/order.
- Provide a copy of the written authorization from the ordering activity with each applicable order.
- Ensure that the Schedule contract number is on each order.
- Remit full payment to the selling contractor prior to invoicing the ordering activity.
- Ensure that the selling contractor includes on each invoice, "in care of '[name of government agency]'" under written authorization from _____ dated _____".

C. As a user of this authority under the GSA Global Supply Program, you must comply with the following:

- Follow any applicable GSA Global Supply Program ordering procedures.
- Ensure that the products and/or services procured under FAR 51 procedures are incidental to the overall project/order.
- Provide evidence of proper authorization to GSA or DoD at time of request for AAC/DoDAAC.
- Ensure that the National Stock Number (NSN) or part number is on each order.

Contractors placing orders for Government Supply shall—

- (1) Comply with the requirements of the contracting officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
- (2) Use only the Government activity address code obtained by the contracting officer in accordance with **51.102(e)** along with the contractor's assigned time limited expiration date, when ordering from GSA Global Supply. Time limited expiration dates should be reviewed at periodic intervals and extended/cancelled based on the Government's need.
- (3) Order only those items required in the performance of their contracts.

The contractor is hereby authorized to use the following supply source(s):

GSA Global Supply (Requisitioning with FEDSTRIP or MILSTRIP):**No**